

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

Honorable Chair and
Members of the Community Improvement Commission

From: Lisa Goldman
Acting City Manager/Acting Executive Director

Date: March 8, 2011

Re: Approve an Assignment and Assumption Agreement between the City of Alameda and the Community Improvement Commission of the City of Alameda for the Historic Theater Lease and Adopt Related Resolutions Approving and Authorizing the Transfer of Certain Real Property and Assignment of Certain Leases to the City of Alameda in Connection with the Alameda Theater Project

Approve an Assignment and Assumption Agreement between the City of Alameda and the Community Improvement Commission of the City of Alameda for the Ground Lease of Cineplex Parcel and Adopt Related Resolutions Approving and Authorizing the Transfer of Certain Real Property and Assignment of Certain Leases to the City of Alameda in Connection with the Alameda Theater Project

Approve an Assignment and Assumption Agreement between the City of Alameda and the Community Improvement Commission of the City of Alameda for the Historic Theater Retail Leases and Adopt Related Resolutions Approving and Authorizing the Transfer of Certain Real Property and Assignment of Certain Leases to the City of Alameda in Connection with the Alameda Theater Project

Adopt Resolutions Approving and Authorizing Conveyance of Civic Center Parking Structure by the Community Improvement Commission of the City of Alameda to the City of Alameda

BACKGROUND

The City of Alameda's redevelopment agency, the Community Improvement Commission of the City of Alameda (CIC), completed the Historic Alameda Theater, Cineplex, and Parking Structure Project in 2008 after many years of development and land acquisition negotiations, design review and other entitlement processes, and construction (Project). The Project has helped to revitalize the Park Street Business

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District (District) and blunt the effects of the last several years of downturn in the local and regional economy. The continued success and survival of the Project is essential to the continued success of the many businesses in the District that depend on the patrons drawn to the District because of the Project.

DISCUSSION

Because State law prohibits redevelopment agencies from maintaining long-term ownership of real property assets, the Project needs to be transferred to the City. The Disposition and Development Agreement (DDA) for the Project between the CIC and Alameda Entertainment Associates, L.P., the private developer, anticipated the transfer of the assets to the City. Specifically, section 823 of the DDA states that the, "Commission may assign or transfer any of its interests hereunder to the City or any public or private entity controlled by the City at any time without the consent of Developer." Staff anticipated executing this transfer once the Project had been operating successfully for several years.

Additionally, the State of California Department of Finance (DoF) has proposed legislation that, if enacted in its present form, would, as of the effective date of the bill, (i.e., the day the Governor signs the bill) virtually suspend all redevelopment activity (Legislation). As part of the proposed phased elimination of redevelopment, redevelopment agency assets, including real property assets, would be disposed of as directed by an oversight board that is not controlled by city officials.

Given the uncertainty that the Legislation creates regarding CIC-held real property assets, staff is recommending that the CIC and City take action allowed under section 823 of the existing DDA by approving assignment and assumption agreements with respect to (1) the building lease for the Historic Alameda Theater; (2) the ground lease for the Cineplex parcel; and (3) the Historic Alameda Theater retail leases; and conveying fee title of the Historic Alameda Theater, Cineplex, and Civic Center Parking Structure properties from the CIC to the City.

FINANCIAL IMPACT

These approvals require the purchase of title insurance endorsements to existing policies, which are expected to exceed \$24,000. These funds are available in the CIC BWIP consultant budget [Account#: 7023-61060].


RECOMMENDATION

- Approve an Assignment and Assumption Agreement between the City of Alameda and the CIC for the Historic Theater Lease and adopt related resolutions approving and authorizing the transfer of certain real property and assignment of certain leases to the City of Alameda in connection with the Alameda Theater Project

- Approve an Assignment and Assumption Agreement between the City of Alameda and the CIC for the Ground Lease of Cineplex Parcel and adopt related resolutions approving and authorizing the transfer of certain real property and assignment of certain leases to the City of Alameda in connection with the Alameda Theater Project;
- Approve an Assignment and Assumption Agreement between the City of Alameda and the CIC for the Historic Theater Retail Leases and adopt related resolutions approving and authorizing the transfer of certain real property and assignment of certain leases to the City of Alameda in connection with the Alameda Theater Project; and
- Adopt Resolutions Approving and Authorizing Conveyance of Civic Center Parking Structure by the Community Improvement Commission of the City of Alameda to the City of Alameda

Respectfully submitted,



 Jennifer Ott
Deputy City Manager

Approved as to funds and account,



 Fred Marsh
Controller

Exhibits:

1. Assignment and Assumption Agreement (Historic Theater Lease)
2. Assignment and Assumption Agreement (Ground Lease of Cineplex Parcel)
3. Assignment and Assumption Agreement (Historic Theater Retail Leases)
4. Grant Deed from CIC to City

Recording Requested By
And When Recorded Mail To:

Community Improvement Commission
of the City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
Attn: _____

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]

ASSIGNMENT AND ASSUMPTION AGREEMENT (Historic Theater Lease)

This Assignment and Assumption Agreement ("**Assignment**") is executed and effective as of March __, 2011 ("**Effective Date**"), by and between the Community Improvement Commission of the City of Alameda, a public body corporate and politic ("**Commission**"), and the City of Alameda, a municipal corporation of the State of California ("**City**"), with reference to the following facts:

RECITALS

- A. The City adopted a Community Improvement Plan for the Business and Waterfront Improvement Project ("**Plan**") on June 18, 1991 by Ordinance No. 2559, as amended, pursuant to the California Community Redevelopment Law (Health & Safety Code Section 33000 et seq.) ("**CRL**") for purposes of redevelopment.
- B. The Commission is responsible for carrying out the Plan.
- C. The Commission entered into a Disposition and Development Agreement with Alameda Entertainment Associates, L.P. ("**Developer**") dated May 3, 2005, as amended ("**DDA**") which provided, among other things, for the acquisition by Commission and redevelopment of certain real property consisting of approximately 1.3 acres located at the corner of Central Avenue and Oak Street in the City of Alameda ("**Theater Project Site**"), the restoration of the Historic Alameda theater on a portion of the Theater Project Site ("**Theater Parcel**") and the development of a Cineplex and certain retail space on the remainder of the Theater Project Site ("**Cineplex Parcel**").
- D. Pursuant to the DDA, the Commission, as owner and landlord, and Developer, as tenant, entered into that certain Historic Theater Lease dated March 15, 2007, as amended by the First Amendment to DDA, Ground Lease and Historic Theater Lease dated July 22, 2009, and incorporated herein by reference ("**Historic Theater Lease**") relating to the lease by Commission to Developer of a portion of the historic Alameda Theater building located at 2319 Central Avenue, in the City of Alameda ("**Premises**"), as depicted on Attachment 1 attached hereto, which is located on the Theater Parcel legally described on

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Attachment 2 attached hereto. The Historic Theater Lease is evidenced by a Memorandum of Lease dated March 15, 2007, and recorded March 16, 2007, with the Alameda County Recorder's Office as Instrument No. 2007-108457.

- E. Redevelopment of the Theater Project Site has been completed in accordance with the DDA and the Plan and in order to continue the remaining administrative operational tasks necessary to carry out the purposes of the Plan, Commission desires to assign to City all of its rights and obligations as Landlord under the Historic Theater Lease, and City desires to accept that assignment and assume such rights and obligations as set forth herein.
- F. Under Section 22.19 of the Historic Theater Lease, Commission may assign or transfer any of its interests under the Historic Theater Lease at any time without consent of the tenant.
- G. As of the Effective Date, Commission shall have conveyed fee simple title of the Theater Parcel to City and City shall have accepted such conveyance.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment, Commission and City agree as follows:

1. Assignment and Assumption. Commission hereby assigns to City all of Commission's right, title and interest in, to, and under the Historic Theater Lease and the Premises. City accepts such Assignment, assumes all of Commission's obligations as Landlord under the Historic Theater Lease, and agrees to be bound by all of the provisions of the Historic Theater Lease and to perform all of the obligations of the landlord under the Historic Theater Lease from and after the Effective Date of this Assignment. Further, Commission and City each separately acknowledges and agrees that nothing contained in the Assignment is intended or shall be construed to be or constitute a modification of any terms or provisions of the Historic Theater Lease except as expressly stated herein, and that the foregoing statement includes, but is not limited to, any change in the use, compliance with laws, alterations, and/or surrender provisions of the Historic Theater Lease.
2. Notice. City's notice address under Section 22.5 of the Historic Theater Lease shall be:

City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
Attention: City Manager

With a copy to:

City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
Attention: City Attorney

3. Severability. If any term or provision of this Assignment is, to any extent, held to be invalid or unenforceable, the remainder of this Assignment will not be affected, and each term or provision of this Assignment will be valid and be enforced to the fullest extent permitted by law.
4. Governing Law. This Assignment will be governed by, and construed in accordance with, California law.
5. Binding Effect. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
6. Recording. Commission and/or City may elect to have this Assignment recorded pursuant to the requirements of California Government Code section 37393.


IN WITNESS WHEREOF, Commission and City have executed this Assignment the day and year first above written.

COMMISSION:

COMMUNITY IMPROVEMENT
COMMISSION OF THE CITY OF
ALAMEDA, a public body, corporate and
politic

By: _____
Name: _____
Title: Executive Director

APPROVED AS TO FORM:

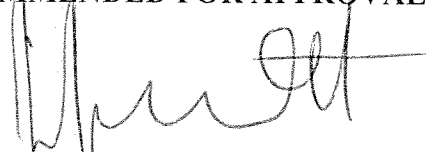
By:  _____
Name: Donna Mooney
Title: Interim City Attorney/
Interim General Counsel

CITY:

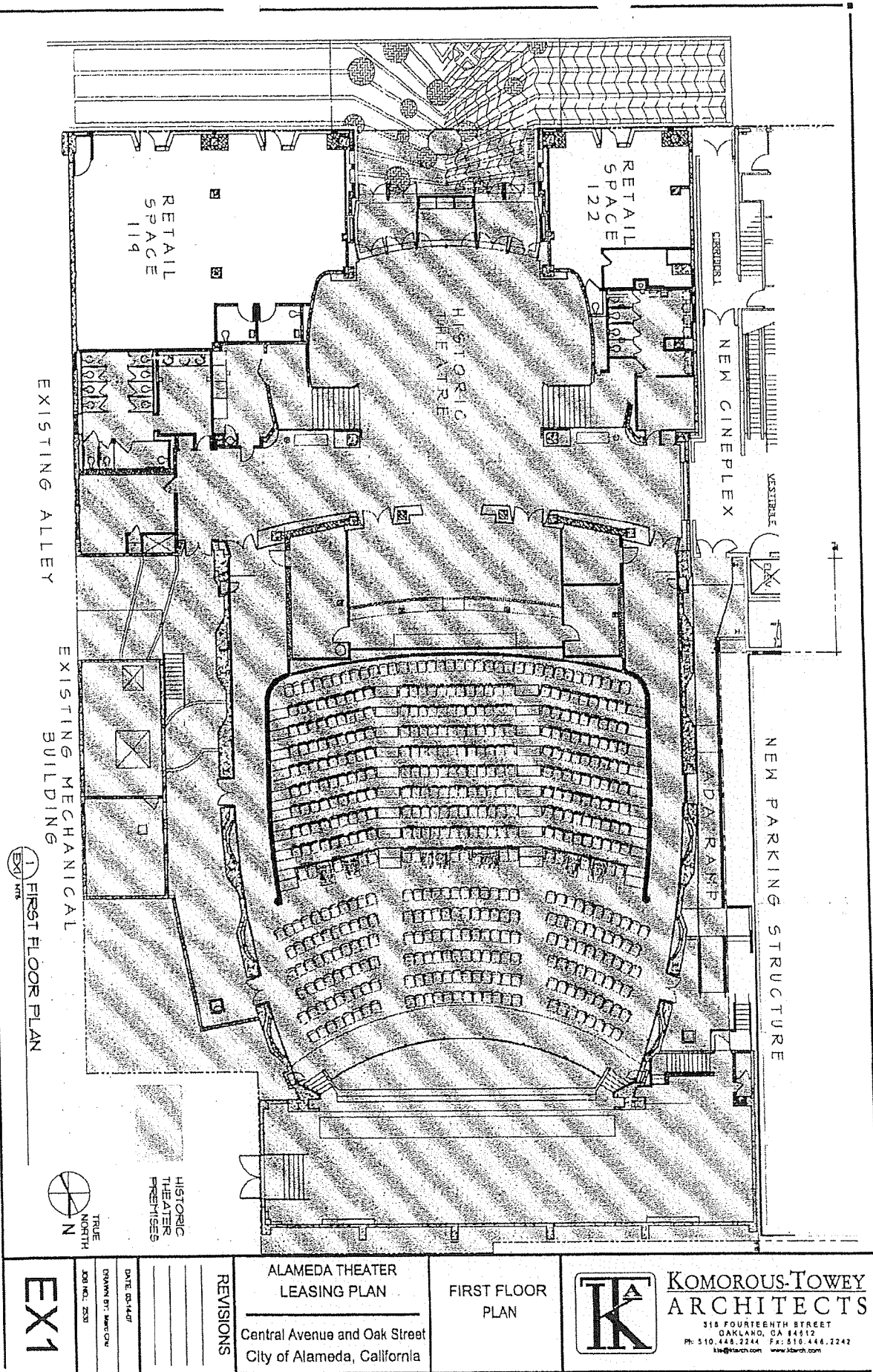
CITY OF ALAMEDA, a municipal corporation
of the State of California

By: _____
Name: _____
Title: City Manager

RECOMMENDED FOR APPROVAL:

By:  _____
Name: Jennifer Ott
Title: Deputy City Manager

[NOTARY ACKNOWLEDGEMENTS]



EX1

DATE: 03-14-07
DRAWN BY: JACQUELINE
JOB NO.: 253

REVISIONS

ALAMEDA THEATER
LEASING PLAN
Central Avenue and Oak Street
City of Alameda, California

FIRST FLOOR
PLAN



KOMOROUS-TOWEY
ARCHITECTS

318 FOURTEENTH STREET
OAKLAND, CA 94612
PH: 510.448.2244 FX: 510.448.2242
kta@ktarch.com www.ktarch.com

ALL that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

BEING a portion of PARCEL TWO of Lot line Adjustment LLA06-0007, recorded on October 17, 2006 in Document No. 2006388298, Alameda County Records, more particularly described as follows:

BEGINNING at the southeast corner of said PARCEL TWO, as shown on said Lot Line Adjustment;

Thence along the southwesterly line of said PARCEL TWO, also being the northeasterly right-of-way line of Central Avenue, North 60°11'38" West 118.43 feet;

Thence leaving said line and said right-of-way line, North 29°46'29" East 57.96 feet;

Thence South 60°13'31" East 1.94 feet;

Thence North 29°44'10" East 27.15 feet;

Thence North 57°54'01" East 3.57 feet;

Thence North 30°14'30" East 3.98 feet;

Thence North 02°19'32" East 3.70 feet;

Thence North 30°11'18" East 3.21 feet;

Thence North 60°11'38" West 5.31 feet to the northwesterly line of said PARCEL TWO;

Thence along said line the following three (3) courses;

1. North 29°48'22" East 73.71 feet;
2. North 60°11'38" West 5.00 feet;
3. North 29°48'22" East 35.45 feet to the northeasterly line of said PARCEL TWO;

Thence leaving said line and along last said line the following three (3) courses:

1. South 60°11'31" East 50.48 feet;
2. North 29°50'09" East 1.89 feet;

Attachment 2
Legal Description of Historic Theater Parcel

3. South 60°11'38" East 44.23 feet to the southeasterly line of said PARCEL TWO;

Thence leaving said line and along last said line the following three (3) courses:

1. South 29°50'09" West 33.79 feet;
2. South 60°11'38" East 32.23 feet;
3. South 29°50'09" West 176.00 feet to the POINT OF BEGINNING.

Containing an area of 24,149 square feet or 0.55 Acres, more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act

Randall L. Heiken

Randall L. Heiken, P.L.S. 5756

License Expires: 6-30-2008

K:\Muniv\2005\057019-50\Negals\Historic Theater.DOC



3-12-07

Dated:



3.12.07

PARCEL 1
CERTIFICATE OF COMPLIANCE
DOC. NO. 2006388298

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 60°13'31" E	1.94'
L2	N 57°54'01" E	3.57'
L3	N 30°14'30" E	3.98'
L4	N 02°19'32" E	3.70'
L5	N 30°11'18" E	3.21'
L6	N 60°11'38" W	5.31'
L7	N 29°50'09" E	1.89'

S 60°11'31" E
50.48'

S 60°11'38" E
44.23'

APN 071-0203-009

APN 071-0203-010

APN 071-0203-010

APN 071-0203-011

APN 071-0203-012

APN 071-0203-013

HISTORIC THEATER SITE
24,149.00 sq.ft. ±
0.55 acres ±

N 29°48'22" E
35.45'

N 29°48'22" E
73.71'

N 29°44'10" E
27.15'

N 29°46'29" E
57.96'

PARCEL 2
CERTIFICATE OF COMPLIANCE
DOC. NO. 2006388298

N 60°11'38" W 118.43'

P.O.B.

LEGEND

CENTRAL AVENUE
N 60°11'38" W

APN - ASSESSOR PARCEL NUMBER
DOC. NO. - DOCUMENT NUMBER
P.O.B. - POINT OF BEGINNING

LOT LINE

BOUNDARY LINE



4780 Chabot Drive
Suite 104
Pleasanton, CA 94588
925/396-7700
925/396-7799 (FAX)

Subject HISTORIC THEATER
CITY OF ALAMEDA
Job No. 20057019
By RL Date 03/12/07 Chkd. RLH
SHEET 1 OF 1

K:\Jup05\2007019\JUP05\PLAT\HISTORIC THEATER.dwg 3/12/07 11:23:43 AM PLOT

Recording Requested By
And When Recorded Mail To:

Community Improvement Commission
of the City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
Attn: _____

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]

ASSIGNMENT AND ASSUMPTION AGREEMENT (Ground Lease of Cineplex Parcel)

This Assignment and Assumption Agreement ("**Assignment**") is executed and effective as of March __, 2011 ("**Effective Date**"), by and between the Community Improvement Commission of the City of Alameda, a public body corporate and politic ("**Commission**"), and the City of Alameda, a municipal corporation of the State of California ("**City**"), with reference to the following facts:

RECITALS

- A. The City adopted a Community Improvement Plan for the Business and Waterfront Improvement Project ("**Plan**") on June 18, 1991 by Ordinance No. 2559, as amended, pursuant to the California Community Redevelopment Law (Health & Safety Code Section 33000 et seq.) ("**CRL**") for purposes of redevelopment.
- B. The Commission is responsible for carrying out the Plan.
- C. The Commission entered into a Disposition and Development Agreement with Alameda Entertainment Associates, L.P. ("**Developer**") dated May 3, 2005, as amended ("**DDA**") which provided, among other things, for acquisition and redevelopment of certain real property consisting of approximately 1.3 acres located at the corner of Central Avenue and Oak Street in the City of Alameda ("**Theater Project Site**"), the restoration of the historic Alameda Theater located on a portion of the Theater Project Site ("**Theater Parcel**") and the development of a Cineplex and certain retail space on the remainder of the Theater Project Site ("**Cineplex Parcel**").
- D. Pursuant to the DDA, the Commission, as owner and landlord, and Developer, as tenant, entered into that certain Ground Lease dated March 15, 2007, as amended by the First Amendment to DDA, Ground Lease and Historic Theater Lease dated July 22, 2009, and incorporated herein by reference ("**Ground Lease**") relating to the lease by Commission to Developer of the Cineplex Parcel generally located at the corner of Central Avenue and Oak Street in the City of Alameda and legally described on Attachment 1 attached hereto ("**Leased Premises**"). The Ground Lease is evidenced by a Memorandum of

City Council
Exhibit 2 to
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Lease dated March 15, 2007, and recorded March 16, 2007, with the Alameda County Recorder's Office as Instrument No. 2007-108456.

- E. Redevelopment of the Theater Project Site has been completed in accordance with the DDA and the Plan and in order to continue the remaining administrative operational tasks necessary to carry out the purposes of the Plan, Commission desires to assign to City all of Commission's rights and obligations as landlord under the Ground Lease, and City desires to accept that assignment and assume such rights and obligations as set forth herein.
- F. Under Section 17.19 of the Ground Lease, Commission may assign or transfer any of its interests under the Ground Lease at any time without consent of the tenant.
- G. As of the Effective Date, Commission shall have conveyed fee simple title of the Cineplex Parcel to City and City shall have accepted such conveyance.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment, Commission and City agree as follows:

1. Assignment and Assumption. Commission hereby assigns to City all of Commission's right, title and interest in, to, and under the Ground Lease and the Leased Premises. City accepts such Assignment, assumes all of Commission's obligations, as Landlord under the Ground Lease, and agrees to be bound by all of the provisions of the Ground Lease and to perform all of the obligations of the Landlord under the Ground Lease from and after the Effective Date of this Assignment. Further, Commission and City each separately acknowledges and agrees that nothing contained in the Assignment is intended or shall be construed to be or constitute a modification of any terms or provisions of the Ground Lease except as expressly stated herein, and that the foregoing statement includes, but is not limited to, any change in the use, compliance with laws, alterations, and/or surrender provisions of the Ground Lease.
2. Notice. City's notice address under Section 17.5 of the Ground Lease shall be:

City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
Attention: City Manager

With a copy to:

City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
Attention: City Attorney

3. Severability. If any term or provision of this Assignment is, to any extent, held to be invalid or unenforceable, the remainder of this Assignment will not be affected, and each term or provision of this Assignment will be valid and be enforced to the fullest extent permitted by law.
4. Governing Law. This Assignment will be governed by, and construed in accordance with, California law.
5. Binding Effect. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
6. Recording. Commission and/or City may elect to have this Assignment recorded pursuant to the requirements of California Government Code section 37393.

IN WITNESS WHEREOF, Commission and City have executed this Assignment the day and year first above written.

COMMISSION:

COMMUNITY IMPROVEMENT
COMMISSION OF THE CITY OF
ALAMEDA, a public body, corporate and
politic


By: _____
Name: _____
Title: Executive Director

CITY:

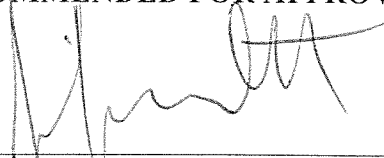
CITY OF ALAMEDA, a municipal corporation
of the State of California

By: _____
Name: _____
Title: City Manager

APPROVED AS TO FORM:

By:  _____
Name: Donna Mooney
Title: Interim City Attorney/
Interim General Counsel

RECOMMENDED FOR APPROVAL:

By:  _____
Name: Jennifer Ott
Title: Deputy City Manager

[NOTARY ACKNOWLEDGEMENTS]

ALL that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

BEING a portion of PARCEL TWO of Lot line Adjustment LLA06-0007, recorded on October 17, 2006 in Document No. 2006388298, Alameda County Records, more particularly described as follows:

BEGINNING at the southwest corner of said PARCEL TWO, as shown on said Lot Line Adjustment;

Thence along the northwesterly line of said parcel, North 29°50'09" East 81.20 feet to the northeasterly line of said parcel;

Thence leaving said line and along last said line the following two (2) courses;

1. South 60°11'38" East 134.67 feet;
2. North 29°48'22" East 17.53 feet;

Thence continuing along said northeasterly line and the prolongation thereof, South 60°11'38" East 27.31 feet;

Thence South 30°11'18" West 3.21 feet;

Thence South 02°19'32" West 3.70 feet;

Thence South 30°14'30" West 3.98 feet;

Thence South 57°54'01" West 3.57 feet;

Thence South 29°44'10" West 27.15 feet;

Thence North 60°13'31" West 1.94 feet;

Thence South 29°46'29" West 57.96 feet to the southwesterly line of said PARCEL TWO;

Thence along said line, North 60°11'38" West 160.12 feet to the POINT OF BEGINNING

Containing an area of 13,534 square feet or 0.31 Acres, more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act

Randall L. Heiken

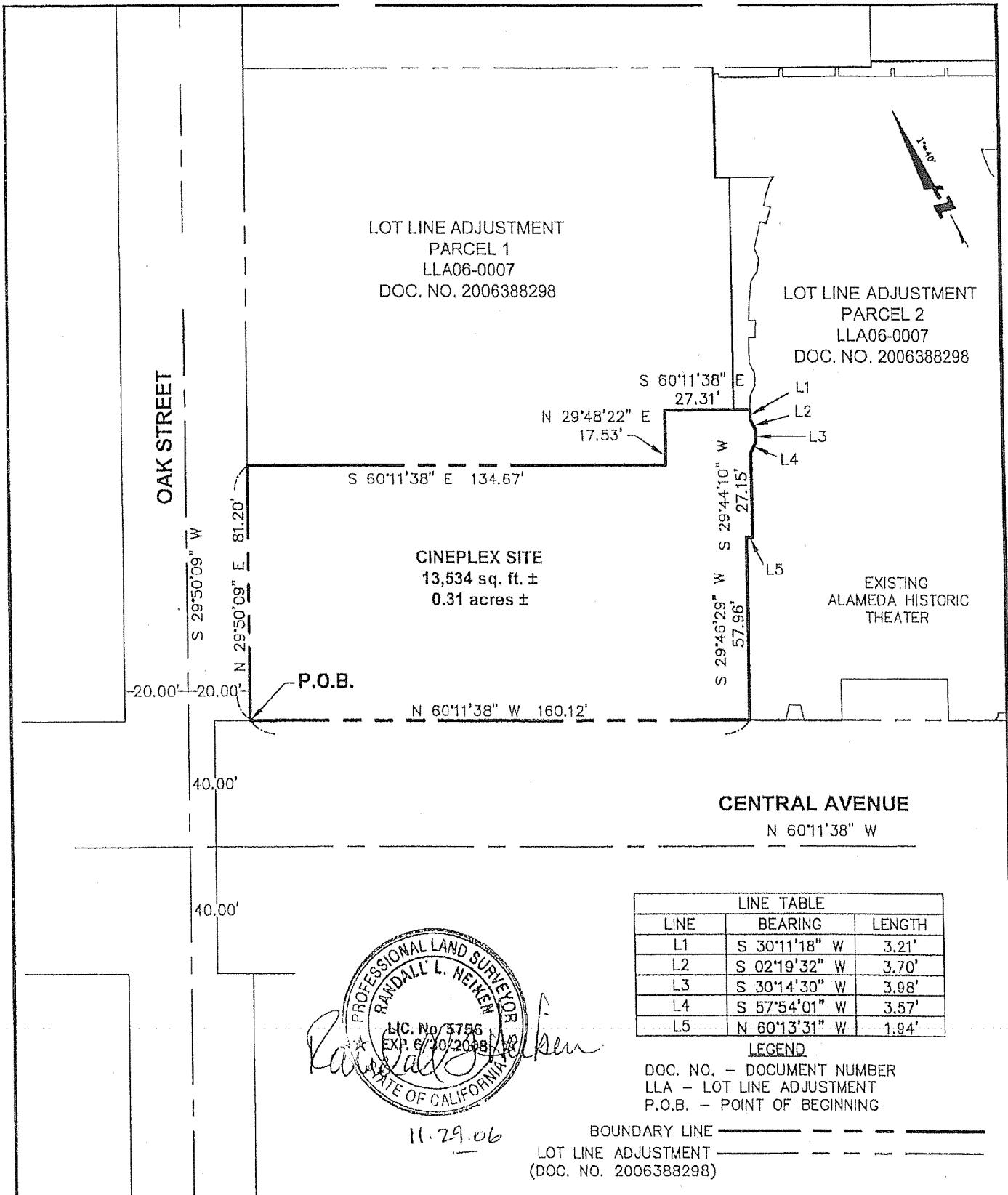
Randall L. Heiken, P.L.S. 5756

License Expires: 6-30-2008

K:\Main\2005\057019-50\legals\CINEPLEX.DOC



11.29.06
Dated:



4780 Chabot Drive
Suite 104
Pleasanton, CA 94588
925/396-7700
925/396-7799 (FAX)

Subject EXHIBIT 'B'
CINEPLEX SITE - CITY OF ALAMEDA
Job No. 20057019
By RL Date 11/29/06 Chkd. RLH
SHEET 1 OF 1

Recording Requested By
And When Recorded Mail To:

Community Improvement Commission
of the City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
Attn: _____

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]

ASSIGNMENT AND ASSUMPTION AGREEMENT (Historic Theater Retail Leases)

This Assignment and Assumption Agreement ("**Assignment**") is executed and effective as of March __, 2011 ("**Effective Date**"), by and between the Community Improvement Commission of the City of Alameda, a public body corporate and politic ("**Commission**"), and the City of Alameda, a municipal corporation of the State of California ("**City**"), with reference to the following facts:

RECITALS

- A. The City adopted a Community Improvement Plan for the Business and Waterfront Improvement Project ("**Plan**") on June 18, 1991 by Ordinance No. 2559, as amended, pursuant to the California Community Redevelopment Law (Health & Safety Code Section 33000 et seq.) ("**CRL**") for purposes of redevelopment.
- B. The Commission is responsible for carrying out the Plan.
- C. The Commission entered into a Disposition and Development Agreement with Alameda Entertainment Associates, L.P. ("**Developer**") dated May 3, 2005, as amended ("**DDA**") which provided for the acquisition by Commission and redevelopment of certain real property consisting of approximately 1.3 acres located at the corner of Central Avenue and Oak Street in the City of Alameda ("**Theater Project Site**"), and included the restoration of a historic theater on a portion of the Theater Project Site ("**Theater Parcel**") and the development of a Cineplex and certain retail space on a portion of the Theater Project Site ("**Cineplex Parcel**").
- D. The Commission, as owner of the Theater Parcel and the building thereon, entered into an unrecorded lease with Alameda Wine Company, LLC ("**Tenant A**") dated November 7, 2007, and incorporated herein by reference ("**Wine Company Lease**") relating to the lease by Commission to Tenant A of a portion of the historic theater building located at 2315 Central Avenue, in the City of Alameda ("**Tenant A Premises**"), as depicted on Attachment 1 attached hereto, which is located on the Theater Parcel legally described on Attachment 2 attached hereto. The Wine Company Lease is evidenced by a

Memorandum of Lease dated November 7, 2007, and recorded December 5, 2007, with the Alameda County Recorder's Office as Instrument No. 2007-412974.

- E. The Commission, as owner of the Theater Parcel and the building thereon, also entered into an unrecorded lease with Burgermeister Management, Inc. ("**Tenant B**") dated November 7, 2007, and incorporated herein by reference ("**Burgermeister Lease**") relating to the lease by Commission to Tenant B of a portion of the historic theater building located at 2319 Central Avenue, in the City of Alameda ("**Tenant B Premises**"), as depicted on Attachment 1 attached hereto, which is located on the Theater Parcel legally described on Attachment 2 attached hereto. The Burgermeister Lease is evidenced by a Memorandum of Lease dated November 17, 2007, and recorded December 5, 2007, with the Alameda County Recorder's Office as Instrument No. 2007-412973.
- F. Redevelopment of the Theater Project Site has been completed in accordance with the DDA and the Plan and in order to continue the remaining administrative operational tasks necessary to carry out the purposes of the Plan, Commission desires to assign to City all of its rights and obligations as landlord under the Wine Company Lease and Burgermeister Lease (collectively hereinafter referred to as the "**Historic Theater Retail Leases**"), and City desires to accept that assignment and assume such rights and obligations as set forth herein.
- G. As of the Effective Date, Commission shall have conveyed fee simple title of the Theater Parcel to City and City shall have accepted such conveyance

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment, Commission and City agree as follows:

1. Assignment and Assumption. Commission hereby assigns to City all of Commission's right, title and interest in, to, and under the Historic Theater Retail Leases and the Tenant A Premises and Tenant B Premises. City accepts such Assignment, assumes all of Commission's obligations as landlord under the Historic Theater Retail Leases, and agrees to be bound by all of the provisions of the Historic Theater Retail Leases and to perform all of the obligations of the landlord under the Historic Theater Retail Leases from and after the Effective Date of this Assignment. Further, Commission and City each separately acknowledges and agrees that nothing contained in the Assignment is intended or shall be construed to be or constitute a modification of any terms or provisions of the Historic Theater Retail Leases except as expressly stated herein, and that the foregoing statement includes, but is not limited to, any change in the use, compliance with laws, alterations, and/or surrender provisions of the Historic Theater Retail Leases.

2. Notice. City's notice address under Section 21 of the Wine Company Lease and Section 22 of the Burgermeister Lease shall be:

City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
Attention: City Manager

With a copy to:

City of Alameda
2263 Santa Clara Avenue, Room 280
Alameda, CA 94501
Attention: City Attorney

3. Severability. If any term or provision of this Assignment is, to any extent, held to be invalid or unenforceable, the remainder of this Assignment will not be affected, and each term or provision of this Assignment will be valid and be enforced to the fullest extent permitted by law.
4. Governing Law. This Assignment will be governed by, and construed in accordance with, California law.
5. Binding Effect. This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
6. Recording. Commission and/or City may elect to have this Assignment recorded pursuant to the requirements of California Government Code section 37393.

IN WITNESS WHEREOF, Commission and City have executed this Assignment the day and year first above written.

COMMISSION:

COMMUNITY IMPROVEMENT
COMMISSION OF THE CITY OF
ALAMEDA, a public body, corporate and
politic


By: _____
Name: _____
Title: Executive Director

CITY:

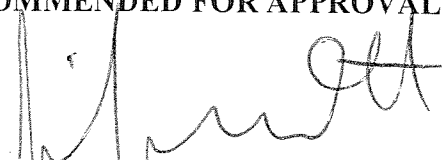
CITY OF ALAMEDA, a municipal corporation
of the State of California

By: _____
Name: _____
Title: City Manager

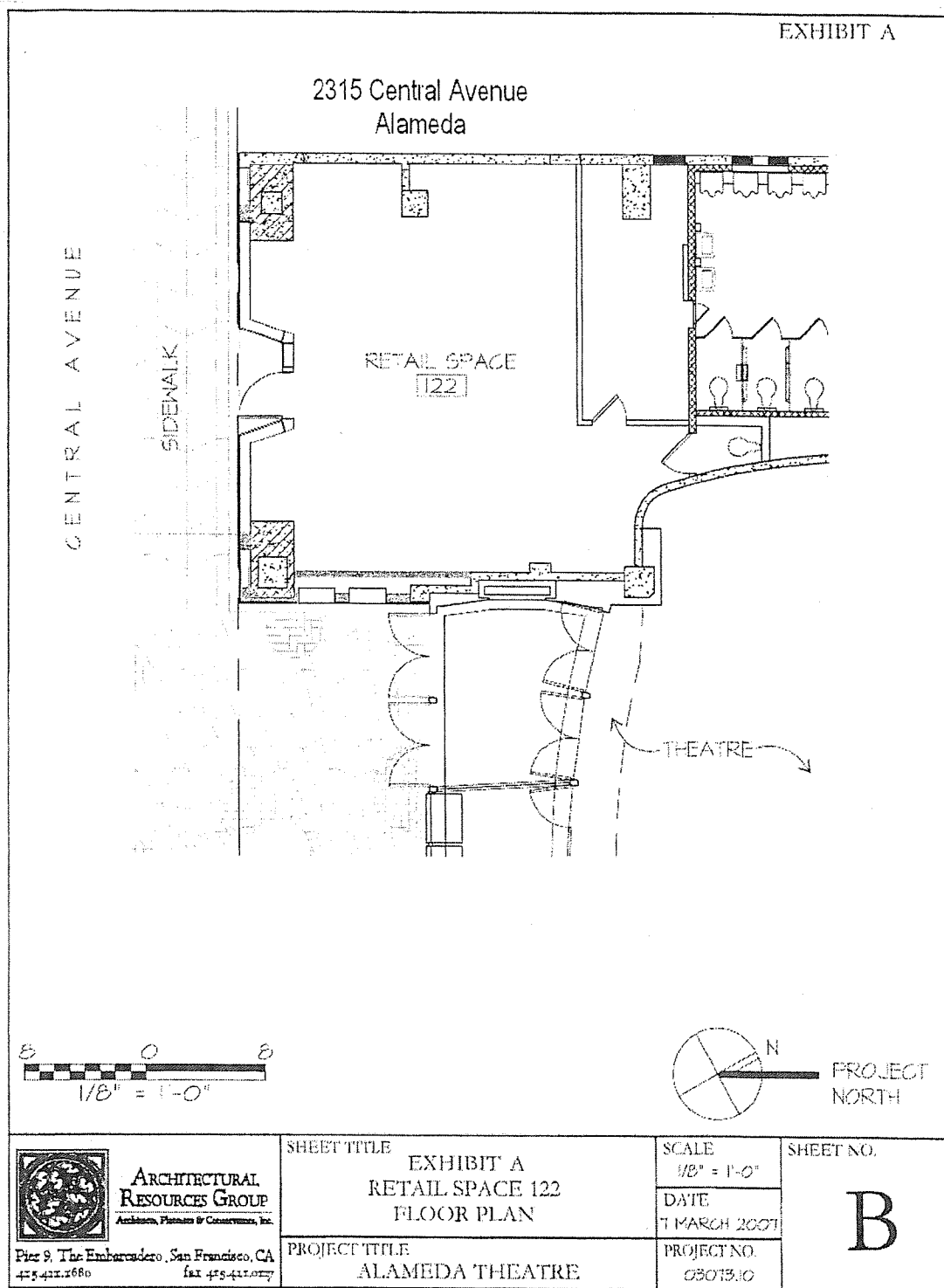
APPROVED AS TO FORM:

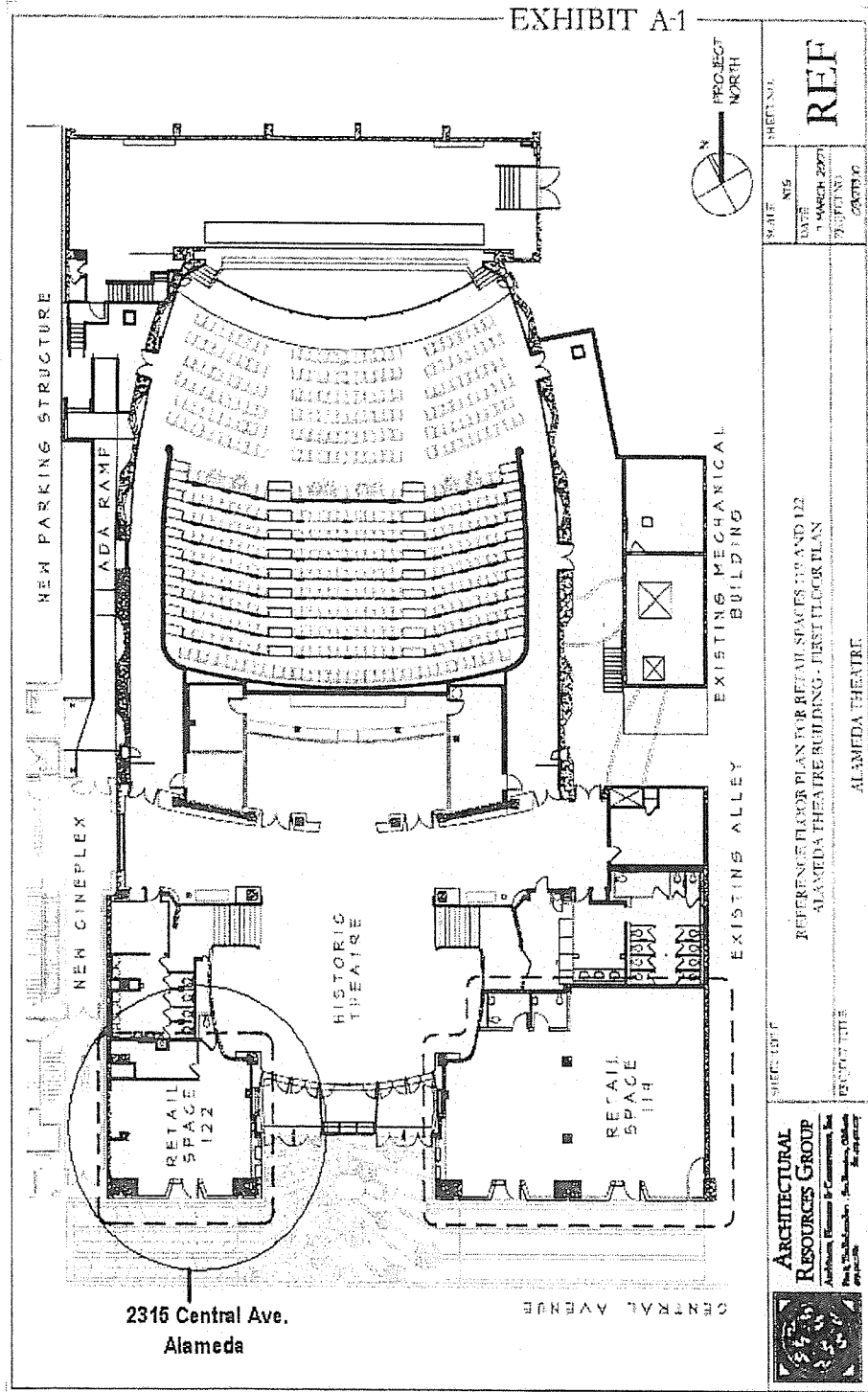
By:  _____
Name: Donna Mooney
Title: Interim City Attorney/
Interim General Counsel

RECOMMENDED FOR APPROVAL:

By:  _____
Name: Jennifer Ott
Title: Deputy City Manager

[NOTARY ACKNOWLEDGEMENTS]





Attachment 1
Tenant A and Tenant B Premises

2319 Central Ave.
Alameda

THEATRE

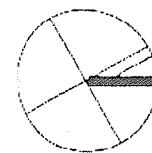
EXISTING
RESTROOMS

RETAIL SPACE

119

1/8" = 1'-0"

Attachment 1
Tenant A and Tenant B Premises



PROJECT
NORTH

Page 3 of 4



**ARCHITECTURAL
RESOURCES GROUP**
Architects, Planners & Constructors, Inc.

Pier 9, The Embarcadero, San Francisco, CA
415-422-6800 fax 415-422-0277

SHEET TITLE

EXHIBIT A
RETAIL SPACE 119
FLOOR PLAN

PROJECT TITLE

ALAMEDA THEATRE

SCALE

1/8" = 1'-0"

DATE

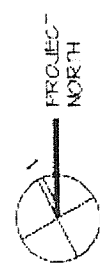
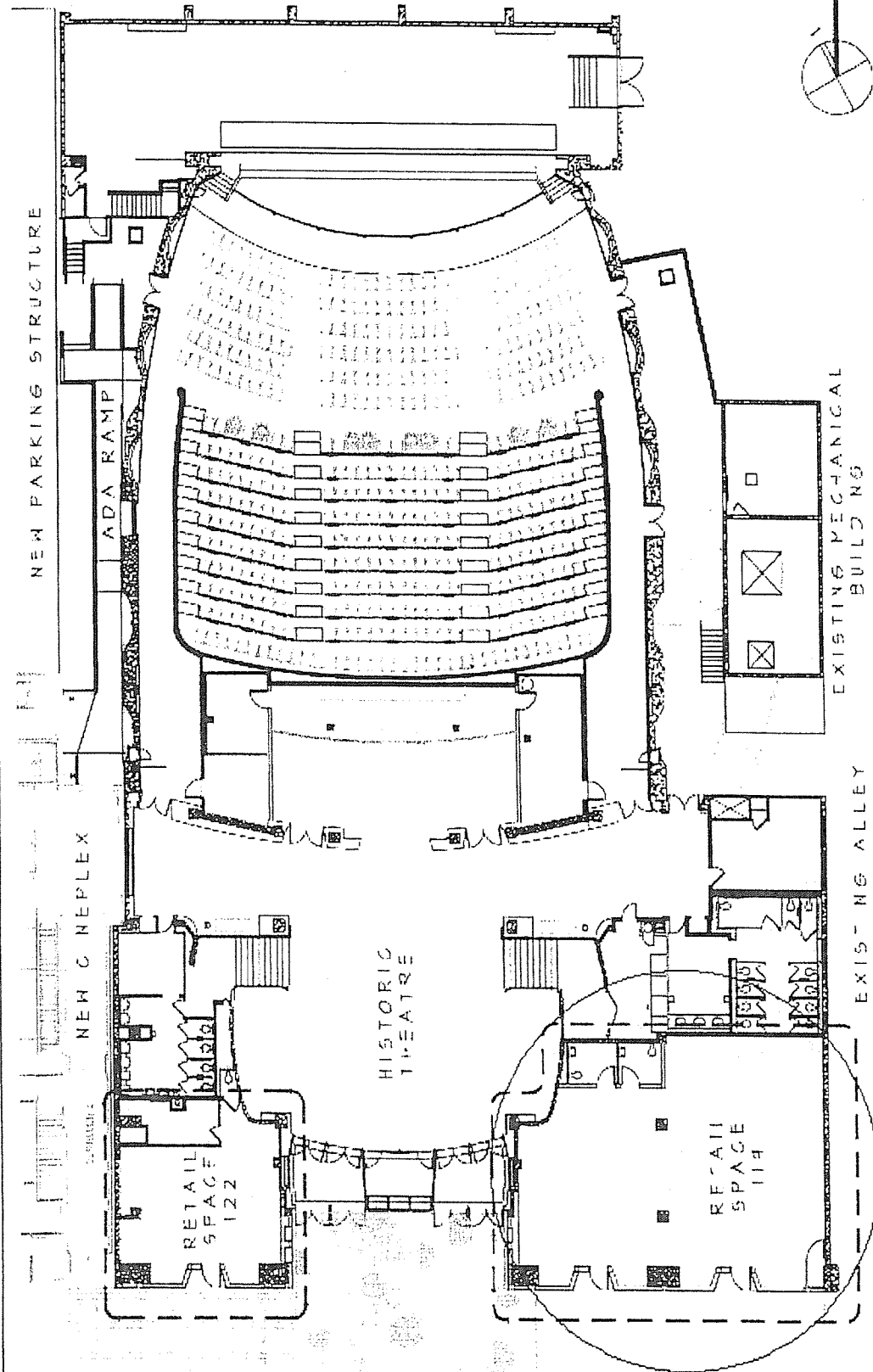
7 MARCH 2007

PROJECT NO.

0301310

SHEET NO.

A



SHEET NO. 115	REF
DATE 7 MARCH 2007	PROJECT NO. 0207B.C
REFERENCE FLOOR PLAN FOR RETAIL SPACES 119 AND 122 ALAMEDA THEATRE BUILDING - FIRST FLOOR PLAN	
ARCHITECTURAL RESOURCES GROUP Architects, Planners & Constructors, Inc. 1000 California Street, Suite 100 San Francisco, CA 94108	PROJECT TITLE ALAMEDA THEATRE

Attachment 1
 Tenant A and Tenant B Premises

2319 Central Ave.
 Alameda

ALL that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

BEING a portion of PARCEL TWO of Lot line Adjustment LLA06-0007, recorded on October 17, 2006 in Document No. 2006388298, Alameda County Records, more particularly described as follows:

BEGINNING at the southeast corner of said PARCEL TWO, as shown on said Lot Line Adjustment;

Thence along the southwesterly line of said PARCEL TWO, also being the northeasterly right-of-way line of Central Avenue, North 60°11'38" West 118.43 feet;

Thence leaving said line and said right-of-way line, North 29°46'29" East 57.96 feet;

Thence South 60°13'31" East 1.94 feet;

Thence North 29°44'10" East 27.15 feet;

Thence North 57°54'01" East 3.57 feet;

Thence North 30°14'30" East 3.98 feet;

Thence North 02°19'32" East 3.70 feet;

Thence North 30°11'18" East 3.21 feet;

Thence North 60°11'38" West 5.31 feet to the northwesterly line of said PARCEL TWO;

Thence along said line the following three (3) courses;

1. North 29°48'22" East 73.71 feet;
2. North 60°11'38" West 5.00 feet;
3. North 29°48'22" East 35.45 feet to the northeasterly line of said PARCEL TWO;

Thence leaving said line and along last said line the following three (3) courses:

1. South 60°11'31" East 50.48 feet;
2. North 29°50'09" East 1.89 feet;

**Attachment 2
Legal Description of Historic Theater Parcel**

3. South 60°11'38" East 44.23 feet to the southeasterly line of said PARCEL TWO;

Thence leaving said line and along last said line the following three (3) courses:

1. South 29°50'09" West 33.79 feet;
2. South 60°11'38" East 32.23 feet;
3. South 29°50'09" West 176.00 feet to the POINT OF BEGINNING.

Containing an area of 24,149 square feet or 0.55 Acres, more or less.

A plat showing the above-described parcel is attached herein and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction in conformance with the Professional Land Surveyors Act

Randall L. Heiken

Randall L. Heiken, P.L.S. 5756

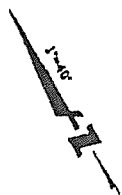
License Expires: 6-30-2008

K:\Main\2005\057019-50\Legals\Historic Theater.DOC



3-12-07

Dated:



3.12.07

S 60°11'31" E
50.48'

S 60°11'38" E
44.23'

APN 071-0203-009

PARCEL 1
CERTIFICATE OF COMPLIANCE
DOC. NO. 2006388298

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 60°13'31" E	1.94'
L2	N 57°54'01" E	3.57'
L3	N 30°14'30" E	3.98'
L4	N 02°19'32" E	3.70'
L5	N 30°11'18" E	3.21'
L6	N 60°11'38" W	5.31'
L7	N 29°50'09" E	1.89'

N 29°48'22" E
35.45'

N 29°48'22" E
73.71'

N 60°11'38" W
5.00'

L7

S 29°50'09" W
33.79'

APN 071-0203-010

S 60°11'38" E
32.23'

APN 071-0203-010

APN 071-0203-011

APN 071-0203-012

APN 071-0203-013

S 29°50'09" W 176.00'

HISTORIC THEATER SITE
24,149.00 sq.ft. ±
0.55 acres ±

PARCEL 2
CERTIFICATE OF COMPLIANCE - DOC. NO. 2006388298

N 29°44'10" E
27.15'

N 29°46'29" E
57.96'

N 60°11'38" W 118.43'

P.O.B.

LEGEND

CENTRAL AVENUE

N 60°11'38" W

APN - ASSESSOR PARCEL NUMBER
DOC. NO. - DOCUMENT NUMBER
P.O.B. - POINT OF BEGINNING

LOT LINE

BOUNDARY LINE



ENGINEERS / SURVEYORS / PLANNERS

4780 Chabot Drive
Suite 104
Pleasanton, CA 94588
925/396-7700
925/396-7799 (FAX)

Subject HISTORIC THEATER
CITY OF ALAMEDA

Job No. 20057019

By RL Date 03/12/07 Chkd. RLH

SHEET 1 OF 1

\\snp-95\057019\057019\HISTORIC THEATER.dwg 3/12/2007 11:25:43 AM PDI

Attachment 2

Legal Description of Historic Theater Parcel

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Community Improvement Commission
of the City of Alameda
2263 Santa Clara Avenue, Room 120
Alameda, CA 94501
Attn: Development Services Director

(Space Above This Line for Recorder's Use Only)
[Exempt from recording fee per Gov. Code § 27383]

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

The COMMUNITY IMPROVEMENT COMMISSION OF THE CITY OF ALAMEDA, a public body, corporate and politic, of the State of California ("Grantor"), acting to carry out the Community Improvement Plan ("Community Improvement Plan") for the Business and Waterfront Improvement Project ("Community Improvement Project"), under the Community Redevelopment Law of the State of California, hereby grants to the CITY OF ALAMEDA, a municipal corporation of the State of California ("Grantee"), the real property ("Property") legally described in the document attached hereto, labeled Exhibit A, and incorporated herein by this reference.

1. The Property is conveyed subject to the Community Improvement Plan. The Property is also conveyed subject to all matters of record.
2. Grantee hereby covenants and agrees, for itself and its successors and assigns, that Grantee shall maintain and use the Property in accordance with the uses and provisions of the Community Improvement Plan.
3. Grantee, on behalf of itself and its successors and assigns, covenants and agrees not to discriminate upon the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability in the sale, lease, sublease, transfer or rental or in the use, occupancy, tenure or enjoyment of the Property or any improvements thereon. Each and every deed, lease and contract entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:
 - a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group

of persons on account of any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

b. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

c. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of section 12955 of the Government Code, as those bases are defined in sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of section 12955, and section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises.”

4. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument recorded against the Property, provided, however, that any successor of Grantee to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

5. Grantee's covenants contained in Section 2 of this Grant Deed shall remain in effect until June 18, 2032, the termination date of the Community Improvement Plan.

6. The covenants against discrimination, as set forth in paragraph 3, shall remain in effect in perpetuity.

7. Any amendments to the Community Improvement Plan that change the uses or development permitted on the Property or change the restrictions or controls that apply to the Property or otherwise affect the Property shall require the written consent of the Grantee. Amendments to the Community Improvement Plan applying to other property in the Community Improvement Project Area shall not require the consent of the Grantee or its successor in interest to the Property.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized as of the dates set forth below.

COMMUNITY IMPROVEMENT
COMMISSION OF THE CITY OF
ALAMEDA, a public body, corporate and
politic

Dated: _____, 2011

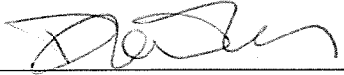
By: _____
Lisa Goldman, Acting Executive Director
[notary acknowledgement required]

"GRANTOR"

ATTEST:

Lara Weisiger, Secretary

APPROVED AS TO FORM:



Donna Mooney, Interim General Counsel

The provisions of this Grant Deed are hereby approved and accepted.

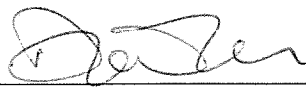
CITY OF ALAMEDA, a municipal corporation
of the State of California

Dated: _____, 2011

By: _____
Lisa Goldman, Acting City Manager
[notary acknowledgement required]

"GRANTEE"

APPROVED AS TO FORM:



Donna Mooney, Interim City Attorney

RECOMMENDED FOR APPROVAL:


Jennifer Ott
Deputy City Manager

[NOTARY ACKNOWLEDGEMENTS]

to be inserted

Exhibit A – Page 1 of 6

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF ALAMEDA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF LOTS 5 AND 6 BLOCK 49 MAP OF LANDS ADJACENT TO THE TOWN OF ENCINAL FILED MAY 28, 1867 BOOK 19 PAGE 53 OF MAPS ALAMEDA COUNTY RECORDS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERN LINE OF OAK STREET AS SHOWN ON SAID MAP DISTANT THEREON NORTHEASTERLY 157.50 FEET FROM THE NORTHEASTERN LINE OF CENTRAL AVENUE AS SAID AVENUE NOW EXISTS SINCE THE WIDENING THEREOF AND RUNNING THENCE ALONG SAID LINE OF OAK STREET NORTHEASTERLY 50 FEET THENCE SOUTHEASTERLY PARALLEL WITH SAID LINE OF CENTRAL AVENUE 100 FEET THENCE SOUTHWESTERLY PARALLEL WITH SAID LINE OF OAK STREET 50 FEET THENCE NORTHWESTERLY PARALLEL WITH SAID LINE OF CENTRAL AVENUE 100 FEET TO THE POINT OF BEGINNING

APN 071-0203-018-01 (PORTION)

APN 071-0203-017

Exhibit A – Page 2 of 6

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF ALAMEDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF LOTS 5 AND 6 BLOCK 49 MAP OF LANDS ADJACENT TO THE TOWN OF ENCINAL FILED MAY 28, 1867 BOOK 19 PAGE 53 ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERN LINE OF CENTRAL AVENUE AS THE SAME NOW EXISTS SINCE THE WIDENING THEREOF WITH THE EASTERN LINE OF OAK STREET RUNNING THENCE EASTERLY ALONG SAID LINE OF CENTRAL AVENUE ONE HUNDRED FEET THENCE AT RIGHT ANGLES NORTHERLY ONE HUNDRED SIXTY-SEVEN FEET SIX INCHES THENCE AT RIGHT ANGLES WESTERLY ONE HUNDRED FEET TO THE EASTERN LINE OF OAK STREET AND THENCE SOUTHERLY ALONG SAID LAST NAMED LINE ONE HUNDRED AND SIXTY-SEVEN FEET SIX INCHES TO THE POINT OF COMMENCEMENT

EXCEPTING THEREFROM THAT PORTION OF PARCEL ONE LYING WITHIN THE BOUNDARY LINES OF PARCEL TWO IN THE DEED RECORDED MARCH 30, 2005 SERIES NO. 2005-123663 OFFICIAL RECORDS.

PARCEL TWO:

THAT PORTION OF THE CENTRAL AVENUE PUBLIC RIGHT-OF-WAY VACATED BY CITY OF ALAMEDA RESOLUTION NO. 14004 AND DESCRIBED IN INSTRUMENT RECORDED AUGUST 7, 2006 SERIES NO. 2006-301472 OFFICIAL RECORDS LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF PARCEL ONE ABOVE DESCRIBED AND NORTHWESTERLY OF THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF PARCEL ONE ABOVE DESCRIBED

APN 071-0203-018-01

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF ALAMEDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOT 7 IN BLOCK 49 MAP OF LANDS ADJACENT TO THE TOWN OF ENCINAL FILED MAY 28, 1867 IN MAP BOOK 19 PAGE 53 ALAMEDA COUNTY RECORDS

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE LINES OF CENTRAL AVENUE AS SAID CENTRAL AVENUE NOW EXISTS

PARCEL TWO:

THAT PORTION OF THE CENTRAL AVENUE PUBLIC RIGHT-OF-WAY VACATED BY CITY OF ALAMEDA RESOLUTION NO. 14004 AND DESCRIBED IN INSTRUMENT RECORDED AUGUST 7, 2006 SERIES NO. 2006-301472 OFFICIAL RECORDS LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF PARCEL ONE ABOVE DESCRIBED AND NORTHWESTERLY OF THE SOUTHWESTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF PARCEL ONE ABOVE DESCRIBED AND SOUTHEASTERLY OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL ONE ABOVE DESCRIBED

APN 071-0203-019-01

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ALAMEDA, CITY OF ALAMEDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

A PORTION OF LOT 8, BLOCK 49, MAP OF LANDS ADJACENT TO THE TOWN OF ENCINAL, FILED MAY 2, 1867, MAP BOOK 19, PAGE 53, ALAMEDA COUNTY RECORDS, AND ALSO A PORTION OF THE LAND SHOWN ON THE MAP OF THE BOEHMER PROPERTY, FILED FEBRUARY 28, 1907, MAP BOOK 22, PAGE 41, ALAMEDA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF CENTRAL AVENUE, AS WIDENED TO 80 FEET, DISTANT THEREON NORTHWESTERLY 100 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE NORTHWESTERN LINE OF PARK STREET, AS WIDENED TO 80 FEET; RUNNING THENCE ALONG SAID LINE OF CENTRAL AVENUE NORTHWESTERLY 176.46 FEET TO THE NORTHWESTERN LINE OF SAID LOT 7; RUNNING THENCE NORTHEASTERLY ALONG THE LAST NAMED LINE 207.66 FEET TO THE NORTHEASTERN LINE OF SAID LOT 7; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERN LINES OF SAID LOT 7 AND 8, A DISTANCE OF 100 FEET TO THE NORTHWESTERN LINE OF THE LAND SHOWN ON SAID MAP OF THE BOEHMER PROPERTY; THENCE NORTHEASTERLY ALONG THE LAST NAMED LINE 2.13 FEET TO A POINT DISTANT THEREON NORTHEASTERLY 209.79 FEET FROM SAID LINE OF CENTRAL AVENUE; THENCE SOUTHEASTERLY PARALLEL WITH SAID LINE OF CENTRAL AVENUE 44.23 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHEASTERN LINE OF OAK STREET 33.79 FEET; THENCE SOUTHEASTERLY PARALLEL WITH SAID LINE OF CENTRAL AVENUE 32.23 FEET TO THE NORTHWESTERN LINE OF THE ALLEY, AS SHOWN ON SAID MAP OF THE BOEHMER PROPERTY; THENCE SOUTHWESTERLY ALONG THE LAST NAMED LINE 176 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN LOT 7, BLOCK 49 MAP OF THE LANDS ADJACENT TO THE TOWN OF ENCINAL AS SAID MAP IS DESCRIBED ABOVE

PARCEL TWO:

THAT PORTION OF THE CENTRAL AVENUE PUBLIC RIGHT-OF-WAY VACATED BY CITY OF ALAMEDA RESOLUTION NO. 14004 AND DESCRIBED IN INSTRUMENT RECORDED AUGUST 7, 2006 SERIES NO. 2006-301472 OFFICIAL RECORDS LYING SOUTHEASTERLY OF THE SOUTHWESTERLY PROLONGATION OF THE NORTHWESTERLY LINE OF PARCEL ONE ABOVE DESCRIBED

PARCEL THREE:

A NON-EXCLUSIVE PERPETUAL EASEMENT AND RIGHT OF WAY FOR INGRESS AND EGRESS OF PEDESTRIANS ONLY, APPURTENANT TO PARCEL 1 HEREIN DESCRIBED OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF CENTRAL AVENUE, 80 FEET WIDE, DISTANT THEREON NORTHWESTERLY 90 FEET FROM THE POINT OF INTERSECTION THEREOF WITH THE NORTHWESTERN LINE OF PARK STREET, 80 FEET WIDE; RUNNING THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERN LINE OF OAK STREET 209.79

EXHIBIT "A"
LEGAL DESCRIPTION continued

FEET; THENCE NORTHWESTERLY PARALLEL WITH SAID LINE OF CENTRAL AVENUE 10 FEET; THENCE SOUTHEASTERLY PARALLEL WITH SAID LINE OF OAK STREET 209.79 FEET TO SAID LINE OF CENTRAL AVENUE; THENCE ALONG THE LAST NAMED LINE SOUTHEASTERLY 10 FEET TO THE POINT OF BEGINNING.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING AND USING CERTAIN STORM WATER DRAINAGE FACILITIES OVER, UNDER, ACROSS AND ALONG THOSE CERTAIN LANDS DESCRIBED IN EXHIBIT 'B' EASEMENT AREA IN THAT CERTAIN INSTRUMENT ENTITLED "EASEMENT GRANT" RECORDED APRIL 24, 2007 INSTRUMENT NO. 2007-160597 OFFICIAL RECORDS OF ALAMEDA COUNTY

APN 071-0203-020-01

Exhibit A - Page 6 of 6

ASSESSOR'S MAP 71

Code Area No. 21-004

W.P. $\frac{71}{3}$

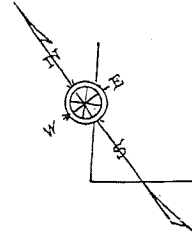
203

Map of Bohemer Property (Bk 22 Pg 41)
Map of Lands adjacent to the Town of Encinal
(Surveyed by Jas T. Stratton) (Bk 19 Pg 53)
Scale 1"=50'

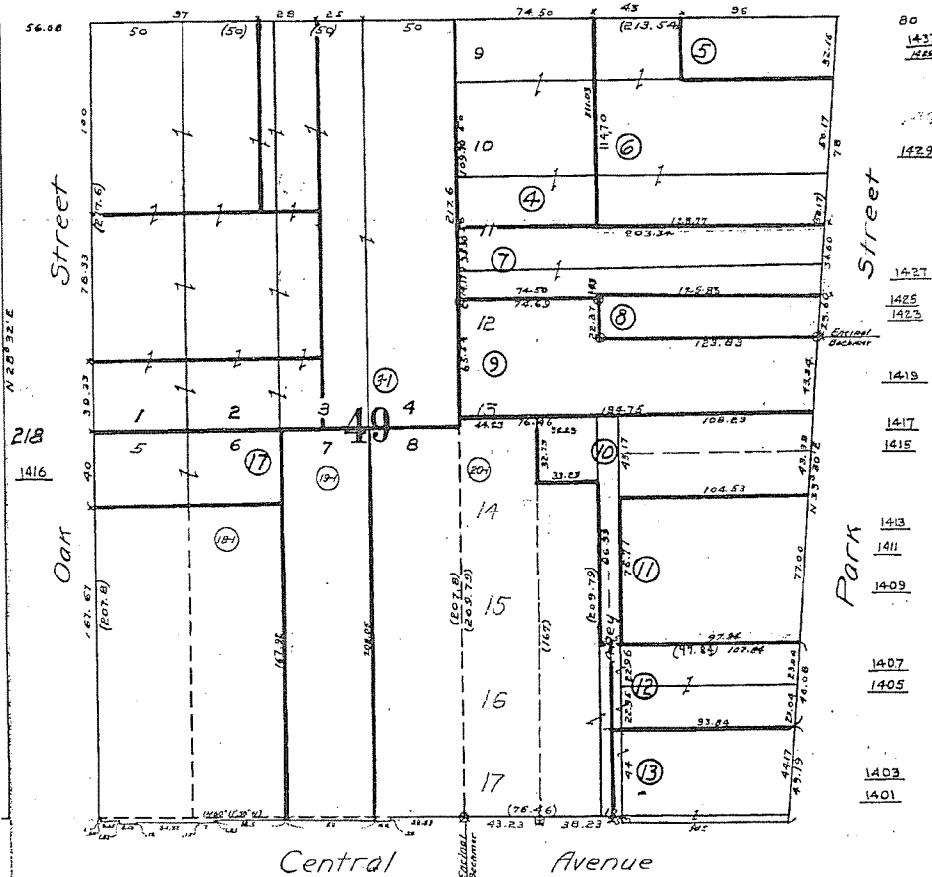
5-1-59 M.S.
12-11-06 TC

219

202



Santa Clara Avenue



BOOK 70

Central Avenue

IMPORTANT: This plat is not a survey.
It is merely furnished as a convenience
to locate the land in relation to ad-
joining streets and other lands and not
to guarantee any dimensions, distances,
bearings or acre area.

IMPORTANT: This plat is not a survey.
It is merely furnished as a convenience
to locate the land in relation to ad-
joining streets and other lands and not
to guarantee any dimensions, distances,
bearings or acre area.

217

204

21-004

COMMUNITY IMPROVEMENT COMMISSION
RESOLUTION NO. _____

Approved as to Form

General Counsel

APPROVING AND AUTHORIZING THE CONVEYANCE OF
CERTAIN REAL PROPERTY AND ASSIGNMENT OF CERTAIN
LEASES TO THE CITY OF ALAMEDA IN CONNECTION WITH THE
ALAMEDA THEATER PROJECT

WHEREAS, the City of Alameda ("City") adopted a Community Improvement Plan for the Business and Waterfront Improvement Project ("Plan") on June 18, 1991 by Ordinance No. 2559, as amended, pursuant to the California Community Redevelopment Law (Health & Safety Code Section 33000 *et seq.*) ("CRL") for purposes of redevelopment; and

WHEREAS, the Community Improvement Commission of the City of Alameda ("CIC") is responsible for carrying out the Plan; and

WHEREAS, the CIC entered into a Disposition and Development Agreement with Alameda Entertainment Associates, L.P. ("Developer") dated May 3, 2005, as amended ("DDA") which provided, among other things, for the acquisition by CIC and redevelopment of certain real property located at the corner of Central Avenue and Oak Street in the City of Alameda ("Theater Project Site"), the restoration of the historic Alameda Theater on a portion of the Theater Project Site ("Theater Parcel"), the development of a Cineplex and ancillary retail/restaurant space on a portion of the Theater Project Site ("Cineplex Parcel") and the development of a Civic Center Parking Structure on the remainder of the Theater Project Site ("Parking Structure Parcel"); and

WHEREAS, pursuant to the DDA, CIC, as owner and lessor, and Developer, as lessee, entered into that certain Ground Lease dated March 15, 2007, with respect to the Cineplex Parcel, as amended by the First Amendment to DDA, Ground Lease and Historic Theater Lease dated July 22, 2009 ("Ground Lease"); and

WHEREAS, pursuant to the DDA, CIC, as owner and lessor, and Developer, as lessee, also entered into that certain Historic Theater Lease dated March 15, 2007, with respect to a portion of the historic Alameda Theater building located on the Theater Parcel, as amended by the First Amendment to DDA, Ground Lease and Historic Theater Lease dated July 22, 2009 ("Historic Theater Lease"); and

WHEREAS, CIC, has also entered into two separate leases with Burgermeister Management, Inc. and the Alameda Wine Company, LLC, for the separate retail spaces within the historic Alameda Theater building ("Historic Theater Retail Leases"); and

WHEREAS, redevelopment of the Theater Project Site has been completed in conformance with the DDA and the Plan and the remaining responsibilities of the CIC under the Ground Lease, Historic Theater Lease and Historic Theater Retail Leases are only administrative operational tasks that will require long-term, on-going CIC employee services and, potentially, operation and maintenance of publicly owned buildings; and

WHEREAS, Section 33678(b) of the CRL prohibits the CIC from utilizing tax increment revenues to pay for ongoing employee services not directly related to redevelopment activities and Section 33445(b) of the CRL prohibits the CIC from paying for normal maintenance or operations of publicly owned buildings or facilities and, therefore, the CIC wishes to convey to City fee simple title to the Cineplex Parcel, Historic Theater Parcel and Parking Structure Parcel and assign to City its related leasehold interests under the Ground Lease, Historic Theater Lease and Historic Theater Retail Leases, for purposes of carrying out the administrative operational tasks required to ensure that the Theater Project Site, and the improvements thereon, including the historic Alameda Theater, will continue to remain consistent with the Plan for the terms set forth in the DDA, the Ground Lease, the Historic Theater Lease and the Historic Theater Retail Leases; and

WHEREAS, pursuant to Section 33430 of the CRL, the CIC may transfer or assign or otherwise dispose of any real or personal property or any interest in property; and

WHEREAS, pursuant to Section 33220 of the CRL, certain public bodies, including the City, may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects, and the City may purchase, buy or otherwise acquire land in a project area from the CIC for redevelopment in accordance with the Plan; and

WHEREAS, the City is willing to aid and cooperate with the CIC by accepting conveyance of the Cineplex Parcel and Historic Theater Parcel and assignment of the Ground Lease, Historic Theater Lease, and Historic Theater Retail Leases for purposes of carrying out the Plan.

NOW, THEREFORE, THE COMMUNITY IMPROVEMENT COMMISSION OF THE CITY OF ALAMEDA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The CIC hereby approves, authorizes and directs the Executive Director to convey and transfer fee simple title to the Cineplex Parcel, Historic Theater Parcel and Parking Structure Parcel to the City and to take all actions and execute and record all documents as may be required or deemed necessary by CIC Counsel, including without limitation, grant deeds.

Section 2. The CIC hereby further approves, authorizes and directs the Executive Director to assign to City all of the CIC's interests, rights and obligations, as lessor, under the Ground Lease, Historic Theater Lease and Historic Theater Retail Leases and to execute Assignment and Assumption Agreements substantially in the forms presented to CIC as part of the staff report for these matters, subject to any minor, technical or clarifying changes that may be approved by CIC Counsel, and to take such other actions and execute and record all documents as may be required or deemed necessary by CIC Counsel to carry out the purposes of this Section 2.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Community Improvement Commission of the City of Alameda in a Special Community Improvement Commission meeting assembled on the 8th day of March, 2011, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

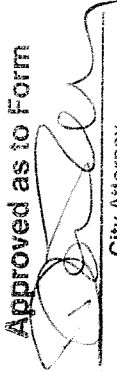
IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of said Commission this 9th day of March, 2011.

Lara Weisiger, Secretary
Community Improvement Commission

Marie Gilmore, Chair
Community Improvement Commission

CITY COUNCIL RESOLUTION NO. _____

APPROVING AND AUTHORIZING ACCEPTANCE OF
CONVEYANCE OF CERTAIN REAL PROPERTY AND
ASSIGNMENT OF CERTAIN LEASES FROM THE COMMUNITY
IMPROVEMENT COMMISSION OF THE CITY OF ALAMEDA IN
CONNECTION WITH THE ALAMEDA THEATER PROJECT

Approved as to Form

City Attorney

WHEREAS, the City of Alameda ("City") adopted a Community Improvement Plan for the Business and Waterfront Improvement Project ("Plan") on June 18, 1991 by Ordinance No. 2559, as amended, pursuant to the California Community Redevelopment Law (Health & Safety Code Section 33000 *et seq.*) ("CRL") for purposes of redevelopment; and

WHEREAS, the Community Improvement Commission of the City of Alameda ("CIC") is responsible for carrying out the Plan; and

WHEREAS, the CIC entered into a Disposition and Development Agreement with Alameda Entertainment Associates, L.P. ("Developer") dated May 3, 2005, as amended ("DDA") which provided, among other things, for the acquisition by CIC and redevelopment of certain real property located at the corner of Central Avenue and Oak Street in the City of Alameda ("Theater Project Site"), the restoration of the historic Alameda Theater on a portion of the Theater Project Site ("Theater Parcel"), the development of a Cineplex and ancillary retail/restaurant space on a portion of the Theater Project Site ("Cineplex Parcel") and the development of a Civic Center Parking Structure on the remainder of the Theater Project Site ("Parking Structure Parcel"); and

WHEREAS, pursuant to the DDA, CIC, as owner and lessor, and Developer, as lessee, entered into that certain Ground Lease dated March 15, 2007, with respect to the Cineplex Parcel, as amended by the First Amendment to DDA, Ground Lease and Historic Theater Lease dated July 22, 2009 ("Ground Lease"); and

WHEREAS, pursuant to the DDA, CIC, as owner and lessor, and Developer, as lessee, also entered into that certain Historic Theater Lease dated March 15, 2007, with respect to a portion of the historic Alameda Theater building located on the Theater Parcel, as amended by the First Amendment to DDA, Ground Lease and Historic Theater Lease dated July 22, 2009 ("Historic Theater Lease"); and

WHEREAS, CIC, has also entered into two separate leases with Burgermeister Management, Inc. and the Alameda Wine Company, LLC, for the separate retail spaces within the historic Alameda Theater building ("Historic Theater Retail Leases"); and

WHEREAS, redevelopment of the Theater Project Site has been completed in conformance with the DDA and the Plan and the remaining responsibilities of the CIC under the Ground Lease, Historic Theater Lease and Historic Theater Retail Leases are only administrative operational tasks that will require long-term, on-going CIC employee services and, potentially, operation and maintenance of publicly owned buildings; and

WHEREAS, Section 33678(b) of the CRL prohibits the CIC from utilizing tax increment revenues to pay for ongoing employee services not directly related to ongoing redevelopment activities and Section 33445(b) of the CRL prohibits the CIC from paying for normal maintenance or operations of publicly owned buildings or facilities and, therefore, the CIC wishes to convey to City fee simple title to the Cineplex Parcel, Historic Theater Parcel and Parking Structure Parcel and assign to City its related leasehold interests under the Ground Lease, Historic Theater Lease and Historic Theater Retail Leases, for purposes of carrying out the administrative operational tasks required to ensure that the Theater Project Site, and the improvements thereon, including the historic Alameda Theater, will continue to be operated and maintained in accordance with the Plan and the terms set forth in the DDA, the Ground Lease, the Historic Theater Lease and the Historic Theater Retail Leases; and

WHEREAS, pursuant to Section 33430 of the CRL, the CIC may transfer or assign or otherwise dispose of any real or personal property or any interest in property; and

WHEREAS, pursuant to Section 33220 of the CRL, certain public bodies, including the City, may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects, and the City may purchase, buy or otherwise acquire land in a project area from the CIC for redevelopment in accordance with the Plan; and

WHEREAS, the City is willing to aid and cooperate with the CIC by accepting conveyance of the Cineplex Parcel and Historic Theater Parcel and assignment of the Ground Lease, Historic Theater Lease, and Historic Theater Retail Leases for purposes of carrying out the Plan.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALAMEDA DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby approves, authorizes and directs the City Manager to accept conveyance of fee simple title to the Cineplex Parcel, Historic Theater Parcel and Parking Structure Parcel from the CIC and to take all actions and execute and record all documents as may be required or deemed necessary by the City Attorney to carry out the purposes of this Section 1, including without limitation, certificates of acceptance.

Section 2. The City Council hereby further approves, authorizes and directs the City Manager to accept from CIC the assignment and assumption of CIC's interests, rights and obligations, as lessor, under the Ground Lease, Historic Theater Lease and Historic Theater Retail Leases and to execute Assignment and Assumption Agreements substantially in the forms presented to the City Council as part of the staff report for these matters, subject to any minor, technical or clarifying changes approved by the City Attorney, and to take such other actions as may be required or deemed necessary by the City Attorney to carry out the purposes of this Section 2.

* * * * *

I, the undersigned, hereby certify that the foregoing Resolution was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 8th day of March, 2011, by the following vote to wit:

AYES

NOES:

ABSENT:

ABSTENTIONS:

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the seal of said City this 9th day of March, 2011.

Lara Weisiger, City Clerk
City of Alameda